

Head Office:  
34 Gatwick Road Bayswater VIC 3153  
Yards: Pakenham, Traralgon, Coolaroo,

Phone (03) 9761 6180 Fax (03) 9761 6190  
Dunnys R Us ABN: 23 360 403 288  
Super Safe Scaffold ABN: 22 414 090 575

Email: [accounts@supersafehire.com.au](mailto:accounts@supersafehire.com.au)  
Web: [www.supersafehire.com.au](http://www.supersafehire.com.au)

To: Super Safe Hire – Trading as: - **Dunnys R Us**  **Super Safe Scaffold**

(please nominate which company(s) your account is to be with)

I/We \_\_\_\_\_  
(full name(s) of Company, partners or individual - hereinafter called the customer)

Of \_\_\_\_\_  
(residential or trading address) (Postcode)

Request Super Safe Hire (hereinafter referred to as SSH) and its related companies, Dunnys R Us and Super Safe Scaffold provide credit for up to (and not exceeding) a 30-day period in respect to the payment of products or services supplied. Upon approval of such credit facilities I/we represent and warrant that the particulars set out in this document are true and correct and I/we accept the terms and conditions upon which SSH will supply the products or services.

### Applicant's Particulars

(to be completed by the customer/applicant in full and then proceed to Section A, B or C as appropriate)

Applicant is a: **Corporation**  **Partnership**  **Sole Trader**   
**Owner Builder**  **Private Consumer**

(tick one)

Applicant's Name: \_\_\_\_\_

Trading Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

(residential or trading address) (Postcode)

Postal Address: \_\_\_\_\_

(residential or trading address) (Postcode)

Phone: \_\_\_\_\_ Mobile: \_\_\_\_\_ Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_  
(for emailing monthly invoices/statements)

### A. Company Particulars

(to be completed by the customer/applicant in full)

Registered Name: \_\_\_\_\_

ACN: \_\_\_\_\_ ABN: \_\_\_\_\_

Registered Address: \_\_\_\_\_

(residential or trading address) (Postcode)

Accounts Payable Contact Name: \_\_\_\_\_ Phone No: \_\_\_\_\_

Email Address: \_\_\_\_\_

### Director's/Guarantor's Particulars

(full names and addresses of all Directors required)

Name: \_\_\_\_\_ Phone No: \_\_\_\_\_

Address: \_\_\_\_\_

(residential address) (Postcode)

Name: \_\_\_\_\_ Phone No: \_\_\_\_\_

Address: \_\_\_\_\_

(residential address) (Postcode)

This is a legal contract. Do not sign it unless you have read and understood the document.

All sections must be signed where indicated.

## B. Applicant Particulars - for Joint or Partnership Account

(to be completed by the customer/applicant in full with details for all partners)

Name: \_\_\_\_\_ Phone No: \_\_\_\_\_

Address: \_\_\_\_\_

Residence: Owned  Rented  (residential address) \_\_\_\_\_ (Postcode) \_\_\_\_\_  
 Number of years at current address \_\_\_\_\_

Date of birth: \_\_\_\_\_ Licence No: \_\_\_\_\_

Occupation: \_\_\_\_\_ Employer: \_\_\_\_\_

Name: \_\_\_\_\_ Phone No: \_\_\_\_\_

Address: \_\_\_\_\_

Residence: Owned  Rented  (residential address) \_\_\_\_\_ (Postcode) \_\_\_\_\_  
 Number of years at current address \_\_\_\_\_

Date of birth: \_\_\_\_\_ Licence No: \_\_\_\_\_

Occupation: \_\_\_\_\_ Employer: \_\_\_\_\_

## C. Applicant Particulars - for Sole Trader Account

(to be completed by the customer/applicant in full with sole trader and spouse to sign Terms and Conditions of Credit)

Name: \_\_\_\_\_ Phone No: \_\_\_\_\_

Address: \_\_\_\_\_

Residence: Owned  Rented  (residential address) \_\_\_\_\_ (Postcode) \_\_\_\_\_  
 Number of years at current address \_\_\_\_\_

Date of birth: \_\_\_\_\_ Licence No: \_\_\_\_\_

Occupation: \_\_\_\_\_ Employer: \_\_\_\_\_

Spouse: \_\_\_\_\_ Phone No: \_\_\_\_\_

## Business Details

(to be completed by all 'customers')

Type of Business: \_\_\_\_\_ Years Trading: \_\_\_\_\_

MBA/HIA Reg. No: \_\_\_\_\_ Builders Reg./Lic. No: \_\_\_\_\_

Name of Bank: \_\_\_\_\_ Branch: \_\_\_\_\_

## Trade References

(please supply at least 3 existing trading account details)

Company: \_\_\_\_\_ Phone No: \_\_\_\_\_

Email: \_\_\_\_\_ Monthly Purchases: \$ \_\_\_\_\_

Company: \_\_\_\_\_ Phone No: \_\_\_\_\_

Email: \_\_\_\_\_ Monthly Purchases: \$ \_\_\_\_\_

Company: \_\_\_\_\_ Phone No: \_\_\_\_\_

Email: \_\_\_\_\_ Monthly Purchases: \$ \_\_\_\_\_

Company: \_\_\_\_\_ Phone No: \_\_\_\_\_

Email: \_\_\_\_\_ Monthly Purchases: \$ \_\_\_\_\_

## Credit Facility Required

<b>Dunnys R Us</b> <small>(anticipated monthly expenditure)</small>	\$
<b>Super Safe Scaffold</b> <small>(anticipated monthly expenditure)</small>	\$
<b>Total</b>	\$

## Terms of Credit

**By applying for credit with Super Safe Hire, the customer agrees that-**

1. The customer will abide by all the relevant terms and conditions for the products hired as stated in SSH's Terms and Conditions of Hire – Company Policy No 4
2. Unless otherwise nominated monthly statements will be emailed to the email address listed on page 1.
3. The customer will settle their account at 30 days or less.
4. SSH must receive payment by the last working day of the month after the month of invoice.
  - a. Any variations to these terms will be shown on the face of applicable invoices.
5. Payment will be made by cash, cheque, bank cheque or electronic funds transfer and without deduction unless otherwise agreed.
6. SSH retains ownership of the goods or services provided always unless they are purchased outright and are fully paid for.
7. If the customer's account is in default SSH has the right to enter the customer's premises (or the premises of an associated company or agent) to retake possession of the goods, without liability for trespass or damage.
8. If the customer resells the goods, or if the customer sells products manufactured using the goods, then SSH must be paid in full for replacement of those goods at the current replacement value.
9. The customer is liable for all debt collection and legal costs.
10. The customer must pay any dishonoured cheque fees associated with cheques received by SSH in payment of the customer's account.
11. The customer must advise SSH in writing if there is any change to the details given in the customer's commercial credit application or trading circumstances.
12. SSH may withdraw the customer's credit facility, withhold supply, or put the customer's account on hold, at any time and without prior notice if it is deemed the customer is not abiding by the terms of trade.
13. SSH may assign their rights under this agreement.
14. The customer agrees to pay an administration fee of 2% per month on any overdue balance.
15. No terms and conditions sought to be imposed by the customer upon SSH shall apply.
16. The granting of any facility and/or the nomination of any credit limit is an indication only of SSH's intention at the time and SSH may vary or withdraw any credit facility at any time at its discretion and without any liability to the customer or any other person or entity.
17. The customer agrees that all contracts made with SSH shall be deemed to be made in the State of Victoria.
18. SSH may change these terms of credit if they give the customer written notice of the change.
19. The customer or SSH may close the customer's account upon written notice.
  - a. The customer must settle any outstanding amounts at the time the customer's account is closed.
20. The customer's account may be closed by SSH without notice if the customer does not use it for 12 months.
21. Where there is an account opened in the names of more than one person then each person is jointly and severally liable for all amounts owing on that account at any time.
22. The customer agrees that in consideration of SSH having agreed to sell/hire goods or provide services or to extend credit to the applicant that they jointly and severally charge (as beneficial owners) all freehold and leasehold interest in land that the customer may acquire during this Agreement.
  - a. The customer consents to SSH lodging a caveat or caveats noting its interest pursuant to such charge
  - b. The customer hereby agrees to indemnify SSH for all legal costs and fees in respect to such charge and caveat.

I/we acknowledge receipt of and accept the General Terms and Conditions of sale and I/we certify that I/we are authorised to complete and sign this Credit Application Form and that the information provided is true and correct to the best of my/our knowledge.

**Signature:** \_\_\_\_\_ **Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## Directors Undertaking

1. In consideration of SSH having agreed or agreeing to sell/hire goods and provide services and to extend credit to the customer, the Directors shown below agree to guarantee and assure to SSH payment of all amounts due by the customer under this Agreement and they undertake a personal liability to observe all the obligations of the customer to SSH under this Agreement and further the Directors (and each of them jointly and severally) and to secure such guarantee:
  - a. Charges all freehold and leasehold interest in land which they (or any of them has) and
  - b. Agrees to grant a charge over any freehold or leasehold land in which they (or any of them) may acquire during this Agreement.

**Signature:** \_\_\_\_\_ **Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

This is a legal contract. Do not sign it unless you have read and understood the document.

All sections must be signed where indicated.

## Notice of Disclosure

(for disclosure of credit information to relevant credit providers)

### **All parties to this Credit Application must sign the following Notice of Disclosure and Commercial Credit Agreement**

1. Under the Privacy Act 1988, as amended by the Privacy Amendment (Enhancing Privacy Protection) Act 2012, SSH can give and receive credit reporting history about the customer's credit application and ongoing credit facility with SSH which includes;
  - a. Identity particulars
  - b. The fact that the customer has applied for credit and the amount;
  - c. The fact that SSH is a current credit provider to the customer;
  - d. Payments that become overdue more than 60 days, and for which collection action has commenced;
  - e. Advice that payments are no longer due;
  - f. Cheques drawn by the customer that have been dishonoured more than once;
  - g. In specified circumstances, that in the opinion of SSH the customer has committed a serious credit infringement;
  - h. The customer has defaulted on their obligations of payment to SSH
  - i. That credit provided to the customer by SSH has been paid or otherwise discharged.

## Personal Property Securities Act (2009)

1. This clause applies to the extent that this agreement for provision of credit facilities provides SSH with a 'security interest' for the purposes of the Personal Property Securities Act 2009 (Cth) ("PPS Law") or any amended, replacement and successor provisions or legislation.
2. The customer consents to SSH effecting a registration on the PPSA register (in any manner SSH deems appropriate) in relation to any security interest in the products and/or services provided.
3. The customer waives its right to receive notice of a verification statement in relation to any registration by SSH on the register and any other notice required under the PPSA.
4. The customer agrees to promptly execute any documents, provide all relevant information, fully cooperate with SSH and do any other act or thing that SSH requires to ensure that any interest created under these terms is perfected and remains continuously perfected, has priority over any other security interests in the products and/or services provided or otherwise and any defect in the security interest, including its registration, is overcome.
5. The customer must not, without providing prior written notice to SSH, change its name, address, contact details or any other details that would cause any details in a financing statement to be different if the security interest was re-registered.
6. The customer must not, without SSH's prior consent, allow any products and/or services provided to become an accession to, or commingled with, any property that is not subject to a security interest under these terms.
7. The customer agrees that, until all monies owing to SSH are paid in full, it shall not sell or grant any other security interest in the products and/or services provided.
8. The customer will not register a financing change statement in respect of the security interest without SSH's prior written consent.
9. The customer agrees that SSH may, at its absolute discretion, apply any amounts received from the customer toward amounts owing to SSH in such order as SSH may determine.
10. To the extent that Chapter 4 of the PPSA applies to any security interest under this agreement, the following provisions of the PPS Law do not apply and, for the purposes of section 115 of the PPS Law are "contracted out" of this agreement in respect of all goods to which that section can be applied:
  - a. section 95 (notice of removal of accession to the extent it requires SSH to give a notice to the Customer);
  - b. section 96 (retention of accession);
  - c. section 121(4) (notice to grantor);
  - d. section 125 (obligations to dispose of or retain collateral);
  - e. section 130 (notice of disposal to the extent it requires SSH to give a notice to the Customer);
  - f. section 129(2) and 129(3); section 132(3)(d) (contents of statement of account after disposal);
  - g. section 132(4) (statement of account if no disposal);
  - h. section 135 (notice of retention);
  - i. section 142 (redemption of collateral);
  - j. and section 143 (re-instatement of security agreement).
11. The following provisions of the PPS Law:
  - a. section 123 (seizing collateral);
  - b. section 126 (apparent possession);
  - c. section 128 (secured party may dispose of collateral);
  - d. section 129 (disposal by purchase);
  - e. and section 134(1) (retention of collateral) confer rights on SSH.
12. The customer agrees that in addition to those rights, SSH shall, if there is default by customer, have the right to seize, purchase, take possession or apparent possession, retain, deal with or dispose of any goods, not only under those sections but also, as additional and independent rights, under this document and the customer agrees that SSH may do so in any manner it sees fit including (in respect of dealing and disposal) by private or public sale, lease or licence.
13. Notices or documents required or permitted to be given to SSH for the purposes of the PPSA must be given in accordance with the PPSA.
14. The customer agrees to reimburse, upon demand, SSH for all costs and/or expenses incurred or payable by SSH in relation to registering or maintaining any financing statement, releasing in whole or in part SSH's security interest or any other document in respect of any security interest, and for the enforcement of any rights arising out of SSH's security interest;
15. In these terms the following words have the respective meanings given to them in the PPSA: accession, commingled, financing statement, financing change statement, perfected, proceeds, register, registration, security interest and verification statement.

## Commercial Credit Agreement

1. If SSH considers it relevant to assess my/our application for personal or commercial credit, I/we agree to SSH obtaining a report about my/our commercial activities or commercial credit worthiness from a business that provides information about the commercial credit worthiness of persons.
2. If SSH considers it relevant to collecting overdue payments in respect of commercial credit provided to me/us, I/we agree to SSH receiving from a credit reporting agency a credit report containing personal information about me/us in relation to collecting overdue payments.
3. I/we agree that SSH may give to and seek from any credit providers named in this credit application and any credit providers that may be named in a credit report issued by a credit reporting agency information about my/our credit arrangements. I/we understand that this information can include any information about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give to or receive from each other under the Privacy Act 1988 as amended by the Privacy Amendment (Enhancing Privacy Protection) Act 2012.
4. I/we understand that the information may be used for the following purposes:
  - a. To assess an application by me/us for credit
  - b. To notify other credit providers of a default by me/us
  - c. To exchange information with other credit providers as to the status of this account where I/we are in default with other credit providers
  - d. To assess my/our credit worthiness

**Signature:** \_\_\_\_\_ **Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_